

CUSTOMER SUPPORT

INTERNET: [HTTP://WWW.ACTIVISION.COM/SUPPORT](http://www.activision.com/support)

OUR SUPPORT SECTION OF THE WEB HAS THE MOST UP-TO-DATE INFORMATION AVAILABLE. WE UPDATE THE SUPPORT PAGES DAILY, SO PLEASE CHECK HERE FIRST FOR SOLUTIONS. IF YOU CANNOT FIND AN ANSWER TO YOUR ISSUE, YOU CAN SUBMIT A QUESTION/INCIDENT TO US USING THE ONLINE SUPPORT FORM. A RESPONSE MAY TAKE ANYWHERE FROM 24-72 HOURS DEPENDING ON THE VOLUME OF MESSAGES WE RECEIVE AND THE NATURE OF YOUR PROBLEM.

NOTE: INTERNET SUPPORT IS HANDLED IN ENGLISH ONLY.

NOTE: THE MULTIPLAYER COMPONENTS OF ACTIVISION GAMES ARE HANDLED ONLY THROUGH INTERNET SUPPORT.

PHONE: (310) 255-2050

YOU CAN CALL OUR 24-HOUR VOICE-MAIL SYSTEM FOR ANSWERS TO OUR MOST FREQUENTLY ASKED QUESTIONS AT THE ABOVE NUMBER. CONTACT A CUSTOMER SUPPORT REPRESENTATIVE AT THE SAME NUMBER BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PACIFIC TIME), MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS.

PLEASE SEE THE LIMITED WARRANTY CONTAINED WITHIN OUR SOFTWARE LICENSE AGREEMENT FOR WARRANTY REPLACEMENTS. WE RECOMMEND THAT YOU FIRST CONTACT AN ACTIVISION TECHNICAL SUPPORT REPRESENTATIVE BY PHONE OR INTERNET BEFORE SENDING YOUR PRODUCT TO US. IN MANY CASES, A REPLACEMENT IS NOT NECESSARY TO RESOLVE YOUR PROBLEM.

OUR SUPPORT REPRESENTATIVES WILL HELP YOU DETERMINE IF A REPLACEMENT IS NECESSARY. IF A REPLACEMENT IS APPROPRIATE WE CAN ISSUE YOU AN RMA (RETURN MATERIALS AUTHORIZATION) NUMBER TO HELP PROCESS YOUR REPLACEMENT. NON-WARRANTY GAME RETURNS/REFUNDS SHOULD BE DEALT WITH BY THE RETAILER OR ONLINE SITE WHERE YOU PURCHASED THE PRODUCT.

REGISTER YOUR PRODUCT ONLINE AT [HTTP://REGISTER.ACTIVISION.COM](http://register.activision.com) SO WE CAN ENTER YOU IN OUR MONTHLY DRAWING FOR A FABULOUS ACTIVISION PRIZE.

EmuMovies

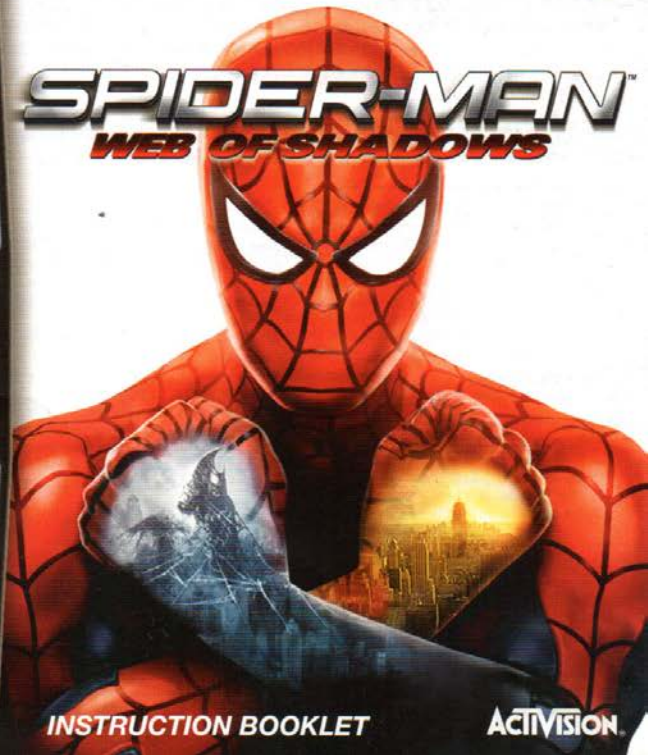
ACTIVISION, INC.
3100 Ocean Park Boulevard
Santa Monica, CA 90405

PRINTED IN USA

NINTENDO DS™

SPIDER-MAN™

WEB OF SHADOWS



INSTRUCTION BOOKLET

ACTIVISION

PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.

WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, and this may occur while they are watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch their children play video games. Stop playing and consult a doctor if you or your child has any of the following symptoms:

**Convulsions
Altered vision**

**Eye or muscle twitching
Involuntary movements**

**Loss of awareness
Disorientation**

- To reduce the likelihood of a seizure when playing video games:
 1. Sit or stand as far from the screen as possible.
 2. Play video games on the smallest available television screen.
 3. Do not play if you are tired or need sleep.
 4. Play in a well-lit room.
 5. Take a 10 to 15 minute break every hour.

WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. Parents should monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- If your hands, wrists, arms or eyes become tired or sore while playing, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before playing again.
- If you continue to have any of the above symptoms or other discomfort during or after play, stop playing and see a doctor.

WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

Important Legal Information

This Nintendo game is not designed for use with any unauthorized device. Use of any such device will invalidate your Nintendo product warranty. Copying of any Nintendo game is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.



Nintendo does not license the sale or use of products without the Official Nintendo Seal.

THIS GAME CARD WILL WORK
ONLY WITH THE NINTENDO DS™
VIDEO GAME SYSTEM.



Licensed by



NINTENDO, NINTENDO DS AND THE OFFICIAL SEAL ARE TRADEMARKS OF NINTENDO.
© 2006 NINTENDO.

Getting Started

1. Insert the *Spider-Man™ Web of Shadows* Game Card into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.

2. Turn the Power Button ON.

Note: The Spider-Man: Web of Shadows Game Card is for the Nintendo DS system only.

Starting Your Game

Press any button or touch the **Touch Screen** to start playing. Select an empty profile to start a new game or a existing profile to continue a previously saved game.

Start Game – Start or continue your game.

Options – Adjust the audio settings, controls and view the credits.

Copy Game – Make a copy of the current profile to another empty profile.

Delete Game – Delete the current profile.

Saving Your Game

Save points can be found throughout the city. When Spider-Man™ enters a room with a Save point, a Silver Spider icon will be present. To save your progress, move Spider-Man over the Silver Spider icon and press the **X** Button. You can buy and test upgrades for Spider-Man from this Save Menu.



CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

Basic Controls

Use the +Control Pad to move Spider-Man. Basic controls include:

↓ on +Control Pad	Crouch
+Control Pad/Jump toward wall	Wall Crawl
B Button	Jump
B Button while in air	Web Swing
X Button	Interact
Y Button	Attack
A Button	Web (Red Suit Only)
A Button	Dash (Black Suit Only)
R	Dodge
L	Change Suits
SELECT	View Level Objectives/Mini Map
START	Pause Game
Press and hold ↑ on +Control Pad	Zoom Out Camera

Press **START** to pause the game. Press **START** again to resume playing. From the Pause Menu, you can adjust the game options, review Spider-Man's powers and stats or quit the game. There are additional control configurations available from the Options Menu.

Exhaustion Mini Game

Should Spider-Man run out of Health, you'll still have a chance to bring him back to the fight. Use the stylus or finger on the Touch Screen to destroy the Blue Poison Orbs and drag Health Orbs to Spider-Man. Once Spider-Man has recovered enough Health Orbs, the game will resume.

Characters

Spider-Man – You control Spider-Man throughout the adventure. Spider-Man has the ability to switch between his Red Suit and Black Suit and their combat styles, to best fit whatever situation he is in.

Black Cat – Once encountered, Black Cat can be called upon during boss encounters. Black Cat will swing into action, providing Spider-Man with Health Orbs.

Nightcrawler – Take the path of the Red Suit to assist Nightcrawler. Nightcrawler will become an ally and can be called upon during boss encounters to aid Spider-Man.

Green Goblin – Take the path of the Black Suit to assist Green Goblin. Green Goblin can be called upon during boss encounters, where he will fly by on his Goblin Glider and use Pumpkin Bombs against the enemy.

Health, Suit, Lives and Combo Meter

The red bar on the lower left corner of the top screen tracks Spider-Man's Health. To replenish Spider-Man's Health, collect Red Orbs from defeated enemies or destructible objects such as Trash Cans and Barrels.

Below the Health Bar are Life Points. These represent how many chances Spider-Man has left at the Exhaustion Mini Game. Chances can be increased as Spider-Man finds collectible Blue Orbs throughout the game.

The Combo Meter is displayed on the lower right-hand corner of the top screen. Vary your attacks to fill the Combo Meter. Filling the Combo Meter will increase the amount of Blue Orbs you receive from defeated foes.

Hidden Upgrades

Hidden throughout the city are Upgrade Orbs. These special Orbs provide an increase to Spider-Man's three main stats: **Health**, **Life Points** and **Damage**.

Health Upgrade Orbs

Increases the total amount of damage Spider-Man can withstand before becoming exhausted. Each Health Upgrade Orb increases Spider-Man's total health by a value of 10.

Life Point Upgrades

Increases the number of times Spider-Man can become exhausted before he cannot continue. You'll start with two Life Points. Each upgrade adds an additional Life Point. Spider-Man can have a maximum of six Life Points.

Damage Upgrade Orbs

Increases the Damage of all of Spider-Man's attacks. Each upgrade increases the total amount of Damage inflicted in combat by 10 percent (compound total).

Notes

WRITERS

Shawn Mulanix
Brad Lansford
Paul Benjamin

MUSIC

Nathaniel Papadakis

STORY AND DIALOGUE BY

Brian Reed
Shawn Mulanix
Brad Lansford

SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase.

If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product cartridge only in protective packaging and include:

(1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per cartridge replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/ Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.